

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2017 - 68**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN THE CITY OF FAIRFIELD AND HNTB  
CORPORATION FOR PRELIMINARY STUDIES, DESIGN, AND BID ASSISTANCE,  
AND CONSTRUCTION ADMINISTRATION FOR THE FAIRFIELD/VACAVILLE TRAIN  
STATION PROJECT**

**WHEREAS**, on October 20, 2009, the City of Fairfield entered into an Agreement for Consulting Services (Agreement) with HNTB Corporation for the Preliminary Studies, Design, Bid Assistance, and Construction Administration for the Fairfield / Vacaville Train Station Project; and

**WHEREAS**, Amendment No. 1 was approved on September 20, 2011 for additional design services and design coordination with Union Pacific Railroad and utilities in the amount of \$436,112; and

**WHEREAS**, Amendment No. 2 was approved on March 27, 2013 for facilitating and attending additional project meetings, additional design services, and preparation of renderings for the future station in the amount of \$226,530; and

**WHEREAS**, Amendment No. 3 was approved on May 20, 2014 to finalize bid documents, address new regulatory permit requirements, incorporate underground utility designs and other utility changes into the plans, and design for the station building in the amount of \$409,930; and

**WHEREAS**, additional engineering and design services are required to prepare record drawing and project closeout document preparation; and

**WHEREAS**, staff has reviewed the proposed scope of work and negotiated the cost proposal provided by HNTB Corporation; and

**WHEREAS**, Amendment No. 4 to the Agreement extends the contract until December 31, 2017 and increases the total compensation by \$204,000 for a new not to exceed contract amount of \$4,875,147.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain Amendment No. 4 to the Agreement with HNTB Corporation for project close out assistance and record drawing preparation for the Fairfield/Vacaville Train Station Project with a new not-to-exceed contract amount of \$4,875,147.

Section 2. The Director of Public Works is hereby authorized to implement the above mentioned Amendment.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of April, 2017, by the following vote:

AYES:	COUNCILMEMBERS:	<u>PRICE/TIMM/BERTANI/MOY/VACCARO</u>
NOES:	COUNCILMEMBERS:	<u>NONE</u>
ABSENT:	COUNCILMEMBERS:	<u>Price</u>
		<u>NONE</u>
ABSTAIN:	COUNCILMEMBERS:	<u>CCTC</u>
		<u>CCTC</u>

MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

**AMENDMENT NO. 4**

**TO AGREEMENT FOR CONSULTING SERVICES BETWEEN CITY OF  
FAIRFIELD AND HNTB CORPORATION FOR THE PRELIMINARY  
STUDIES, DESIGN, BID ASSISTANCE AND CONSTRUCTION  
ADMINISTRATION FOR THE FAIRFIELD/VACAVILLE TRAIN  
STATION PROJECT**

This AMENDMENT No. 4 (hereinafter "AMENDMENT") to the Agreement for Consulting Services for Preliminary studies, Design, Bid Assistance, and Construction Administration for the Fairfield/Vacaville Train Station Project (hereinafter "AGREEMENT"), dated October 20, 2009, is made and entered into this 12<sup>th</sup> day of April, 2017, by and between the CITY OF FAIRFIELD, a municipal corporation (hereinafter "CITY"), and HNTB Corporation (hereinafter "CONSULTANT").

**WITNESSETH**

WHEREAS, on October 20, 2009, the parties entered into an AGREEMENT for Consulting Services for Preliminary Studies, Design, Bid Assistance, and Construction Administration for the Fairfield/Vacaville Train Station Project (PROJECT); and

WHEREAS, CITY has requested additional services beyond the original scope of the AGREEMENT, and

WHEREAS, CONSULTANT agrees to provide the additional services requested by the CITY as shown in Exhibit A to this AMENDMENT for a cost not to exceed \$204,000.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

1. Section 1. of the AGREEMENT shall be amended to include the following:

**SECTION 1. SERVICES**

Professional Consulting Services described in Section 1, Exhibit A of the AGREEMENT shall include the services identified in Exhibit A to this AMENDMENT.

2. Section 2. of the AGREEMENT shall be amended to include the following:

**SECTION 2.1. PAYMENT**

The total contract price for services rendered by CONSULTANT shall be increased by two hundred four thousand dollars (\$204,000) with a total contract maximum fee not to exceed four million eight hundred seventy-five thousand one hundred forty-seven dollars (\$4,875,147).

3. Section 7. of the AGREEMENT shall be amended to include the following:

**SECTION 7. CONTRACT TERM**

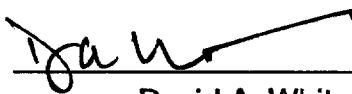
The term of this AGREEMENT (the "Contract Term") shall extend through December 31, 2017, unless extended by contract amendment.

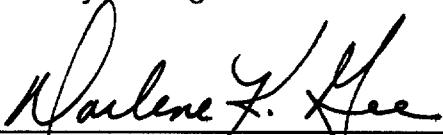
4. Except as specifically set forth herein, all terms and conditions of the AGREEMENT between the CITY and CONSULTANT, dated October 20, 2009 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the

12<sup>th</sup> day of April, 2017.

CITY OF FAIRFIELD  
a municipal corporation (CITY)

  
\_\_\_\_\_  
David A. White   
City Manager

By   
\_\_\_\_\_  
HNTB Corporation  
(CONSULTANT)

ATTACHMENT: Exhibit A

**Scope of Services for Amendment #4****Additional Design Services - Fairfield Vacaville Train Station****General –**

This proposal is to provide continuing design support during construction and prepare record drawings for the Fairfield/Vacaville Train Station project. HNTB shall provide professional and technical engineering services to support the completion of the construction phase of the project.

This amended scope was requested by the City of Fairfield which for the following task:

- Task 7 – Design Support During Construction
- Task 7 – Record Drawings

Hereafter referred to as the “work”.

Disciplines that will require additional work that is outside of the base scope of services (not included in the base scope, Amendment 1, Amendment 2, or Amendment 3) include the following disciplines: civil, utilities, landscaping, architecture, structures, mechanical, electrical, and communications.

**Task 7: Design Support During Construction –**

The work for this task shall include the following:

- 1. Respond to Requests for Information (RFI's).
- 2. Review of Submittals.
- 3. Provide on-call support to the Construction Management team.

Project management (support by Kimley-Horn and Callander, if needed) is also included in this Task.

**Task 7: Record Drawings –**

The work for this task to prepare record drawings shall include the following:

- 1. CADD work will only be done on plan sheets marked with red-lined as-built conditions.
  - a. For these sheets, the Rev Block will be noted as “Record Drawing” and dated.
- 2. All other plan sheets with no red-line changes will remain as a Conform Set or previously noted if revised by the designer.
- 3. The designer's engineer stamp will remain if it is on the CADD file dwg.
- 4. Assumptions for drawings that had complete plan revisions = approx. 50 sheets
  - a. Only have PDFs for these revisions, no CADD files
  - b. SBM-52 Rev3 VECP Wide Flange Girders = 29 dwgs

## HNTB Corporation – Amendment #4

- c. Q Dwgs = Comms revisions = 21 dwgs
- d. Only have PDFs for these revisions, no CADD files
- e. Each original CADD file dwg will be clouded with a note = "See XXX for final record drawing" (cloud whole sheet but leave original still showing)
- 5. No printing will be required. All transfers will be done electronically.
- 6. The Conform Set has a total of 398 plan sheets. This proposal is based upon an estimate that approx. 224 sheets will need CADD work to transfer the red-line as-built conditions onto the CADD file Record Drawing set.

HNTB will work with the Construction Management team to determine the optimal sequence to complete the preparation of the Record Drawing set.

Project management and support by Kimley-Horn and Callander is also included in this Task.

**Task 7: Record Surveys –**

The work for this task shall include the following:

- 1. Field Surveys.
- 2. R/W Engineering and Legal Description Preparation.
- 3. Record of Survey.

This Task will be performed by Mountain Pacific Surveys (see attached letter dated March 24, 2016).

**Schedule**

The scope of services and deliverables described above will follow the overall project schedule (summarized below):

March 1, 2017 to July 31, 2017 – continued Design Support During Construction

May 1, 2017 to August 31, 2017 – preparation of record drawings

September 30, 2017 – completion of all work

**Deliverables List:**

Updated electronic files (pdfs). No printing or hard copies will be required.

**Budget**

See separate exhibit for a breakdown of the budget.

HNTB Corporation – Amendment #4

## Changes

Changes to scope of services or budget shall be approved only by City of Fairfield Project Manager. HNTB shall not implement changes prior to written approval.

CITY OF FAIRFIELD

**George Hicks** **Date**

Director of Public Works

HNTB CORPORATION

Darlene Gee Date

## Vice President

FFVV - Total Hours and Fee Estimate		
Task:	Design Services During Construction and Record Drawings	
By:	J. Litzinger	
Revised:	<u>3/14/17</u>	
	Hours	Fee
Task 7 - Design Services During Construction	201	\$42,365
Task 7 - Record Drawings	900	\$133,191
Task 7 - Record Surveys	3	\$27,504
Subtotals	1,104	\$203,060
Reproduction Work/Reimbursable Items (for Task 7)		\$765
Total		\$203,825
		\$204,000 (ROUNDED)

**HNTB**  
**TASK PLAN**

**Project:** FFVV  
**Task Name:** Design Support During Construction

**Task Manager:** J. Litzinger  
**Date Prepared:** 3/9/17  
**Revised:** \_\_\_\_\_  
**Approved/Dated:** \_\_\_\_\_

**Scope:**  
Provide design support during construction

Drawing / Task	Title	Sr. Project Manager		Sr Engineer		Project Engineer		Engineer II		Project Analyst/Admin Support		Subtotal Hrs/EA	Subtotal Hours
		Quantity	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hrs/EA	Hours		
<b>Project Management/Bid Support</b>													
Project Management (Weeks)		24	1	24	0	0	0	0	0	1.5	36	2.5	60
<b>Submittals and RFIs</b>													
RFI's and Submittals (Civil)		0	0	0	0	0	0	0	0	0	0	0	0
RFI's and Submittals (Traffic)		0	0	0	0	0	0	0	0	0	0	0	0
RFI's and Submittals (Landscape)		0	0	0	0	0	0	0	0	0	0	0	0
RFI's and Submittals (Arch, MEP)		10	0.5	5	4	40	0	0	0	0	0	4.5	45
RFI's and Submittals (Structures)		4	0.5	2	4	16	0	0	0	0	0	4.5	18
RFI's and Submittals (MSE Walls)		4	0.5	2	4	16	0	0	0	0	0	4.5	18
RFI's and Submittals (Communications)		10	0.5	5	4	40	0	0	0	0	0	4.5	45
RFI's and Submittals (other)		10	0.5	5	1	10	0	0	0	0	0	1.5	15
<b>Subtotals: Hours</b>			43		122		0		0		36		201
Actual Hourly Rates			\$107.11		\$75.00		\$57.00		\$37.00		\$36.05		
Total Hourly Rate (incl OH 155.50% + Fee 10% + FCCM 0.38% = Multiplier of 2.8143)			\$301.44		\$211.07		\$160.42		\$104.13		\$101.46		
Subtotal \$\$			\$ 12,962		\$ 25,751		\$ -		\$ -		\$ 3,652		\$ 42,365
Avg \$\$/hour=													\$ 210.77
<b>ODC's</b>													
Printing and Travel													\$ 500
ODC markup (2%)													\$ 10
ODC's Subtotal \$\$													\$ 510
<b>Total</b>													\$ 42,875

\*SUBCONSULTANTS WILL BE USED DURING THE CONSTRUCTION PHASE - BREAKDOWN NOT SHOWN AT THIS TIME\*

**HNTB**  
**TASK PLAN**

Project: FFVV  
Task Name: Record Drawings

Task Manager: J. Litzinger  
Date Prepared: 3/9/17  
Revised:  
Approved/Date:

Scope:  
Prepare record drawings

Drawing / Task	Quantity	Sr. Project Manager		Sr Engineer		Project Engineer		Engineer II		Project Analyst/Admin Support		Subtotal Hrs/EA	Subtotal Hours
		Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours		
Title													
<b>Project Management</b>													
Project Management (Weeks)	20	1	20	0	0	0	0	0	0	2	40	3	60
<b>Prepare Conform Set</b>													
Plans - Vol 1 of 3 (50 of 100 dwgs)	50	0.25	12.5	0.5	25	1	50	2	100	0	0	3.75	187.5
Plans - Vol 2 of 3 (174 of 236 dwgs)	174	0.25	43.5	0.5	87	1	174	2	348	0	0	3.75	652.5
Plans - Vol 3 of 3 (0 of 62 dwgs)	62	0	0	0	0	0	0	0	0	0	0	0	0
Specifications - Vol 1 of 2 (0 of 48 sections)	0	0	0	0	0	0	0	0	0	0	0	0	0
Specifications - Vol 2 of 2 (0 of 67 sections)	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotals: Hours			76		112		224		448		40		900
Actual Hourly Rates			\$107.11		\$75.00		\$57.00		\$37.00		\$36.05		
Total Hourly Rate (incl OH 155.50% + Fee 10% + FCCM 0.38% = Multiplier of 2.8143)			\$301.44		\$211.07		\$160.42		\$104.13		\$101.46		
Subtotal \$\$			\$ 22,909		\$ 23,640		\$ 35,933		\$ 46,650		\$ 4,058		\$ 133,191
Avg \$\$/hour=													\$ 147.99
<b>ODC's</b>													
Printing and Travel													\$ 250
ODC markup (2%)													\$ 5
ODC's Subtotal \$\$													\$ 255
<b>Total</b>													\$ 133,446

\*SUBCONSULTANTS WILL BE USED DURING THE PREPARATION OF RECORD DRAWINGS - BREAKDOWN NOT SHOWN AT THIS TIME\*

**HNTB**  
**TASK PLAN**

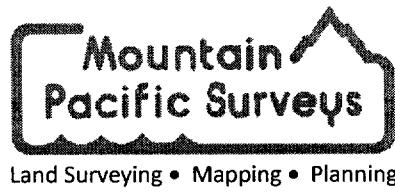
Project: FFVV  
Task Name: Record Surveys

Task Manager: J. Litzinger  
Date Prepared: 3/14/17  
Revised:  
Approved/Date:

Scope:  
Prepare record surveys

Drawing / Task		Sr. Project Manager		Sr Engineer		Project Engineer		Engineer II		Project Analyst/Admin Support		Subtotal Hrs/EA	Subtotal Hours	
		Quantity	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours	Hrs/EA	Hours		
<b>Project Management</b>														
Project Management (Weeks)		1	1	1	0	0	0	0	0	0	2	2	3	3
<b>Prepare Record Surveys</b>														
All work by Mountain Pacific Surveys		0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotals: Hours</b>			1	0	0	0	0	0	0	2		3		
<b>Actual Hourly Rates</b>			\$107.11	\$75.00	\$57.00	\$37.00	\$36.05							
Total Hourly Rate (incl OH 155.50% + Fee 10% + FCCM 0.38% = Multiplier of 2.8143)			\$301.44	\$211.07	\$160.42	\$104.13	\$101.46							
<b>Subtotal \$\$</b>			\$ 301	\$ -	\$ -	\$ -	\$ 203				\$ 504			
Avg \$\$/hour=													\$ 168.12	
<b>ODC's</b>														
Printing and Travel													\$ -	
ODC - subconsultant (see below)													\$ 27,000	
ODC's Subtotal \$\$													\$ 27,000	
<b>Total</b>													\$ 27,504	

\*SUBCONSULTANT MOUNTAIN PACIFIC SURVEYS WILL BE USED DURING THE PREPARATION OF RECORD SURVEYS\*



March 24, 2016

Trish Landis  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533

Re: Peabody Road/Train Station Area Record of Survey

Dear Trish,

I appreciate the opportunity to possibly be of service to the City of Fairfield once again, twice in one week even!

Based upon my current understanding of the project as developed through our meeting last week, I understand the need for the field surveys & monumentation, legal description preparation, and record mapping desired at the Train Station project area site. In response to this I have prepared an anticipated scope of service and attached it as "Exhibit A" to this proposal letter. Should your review find the proposal acceptable please have an authorized representative sign below and return to us as our authorization to proceed. Unless directed otherwise, I understand our work should be billed against our existing on-call purchase order/agreement with the City.

Should you have any questions regarding this work please do not hesitate to contact me.

Sincerely,

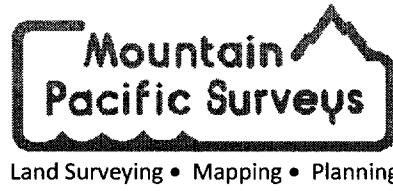
*Charles M. Weakley*

Charles M. Weakley, L.S. 6421  
President

**Proposal Acceptance and Authorization to Proceed:**

Signature \_\_\_\_\_  
Authorized Representative, City of Fairfield

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title



## "EXHIBIT A"

### SCOPE OF SERVICE & FEE PROPOSAL

#### Peabody Road/Train Station Surveying & Mapping Services

##### Project Description:

Assist City with (1) the monumenting of the recently acquired fee parcels, (2) the creation of public road rights of way, and (3) the preparation of a Record of Survey map documenting the combined effort.

##### Task One: Field Surveys

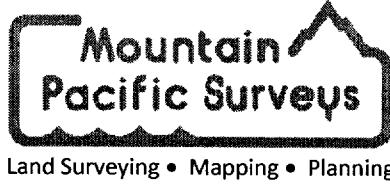
As you are aware, Mountain Pacific Surveys has performed surveys throughout the area in the past as part of the earlier property acquisition phase. The remaining field surveys to be performed would primarily be for the purpose of locating the monuments to be set by others as a part of the construction phase, and the setting of monuments for the exterior boundary of the project, including those properties acquired during the earlier phases.

##### Task Two: R/W Engineering and Legal Description Preparation

New legal descriptions will be prepared to facilitate the creation of public road right of ways through the various travelled ways of the project. This work will consist of utilizing the monument positions surveyed above, coupled with the plan documents to create a proposed road right of way alignment for review by the City. Once approved, we will prepare legal descriptions and plats for these alignments; preparation of the final deed forms will be done by the City or their chosen title company. It is understood these descriptions will need to be separated into segments to accommodate the dedication of the streets over the coming years as the Train Station project is ultimately built out. Additionally, legal descriptions will be prepared as required for the remnant parcels the City may choose to validate by a Certificate of Compliance process.

##### Task Three: Record of Survey

This task includes the effort required to prepare a Record of Survey map for the purpose of memorializing the effort described in Tasks One and Two above. This map will be prepared in accordance with State law and local custom, and will be processed through the County for recordation.



### SCOPE OF SERVICE & FEE PROPOSAL

#### Peabody Road/Train Station Surveying & Mapping Services

##### Project Notes, Assumptions, and Exclusions

- 1) MPS shall have free & clear access to all areas of work.
- 2) This agreement includes only those services specifically outlined herein above. Other services may be included within the scope of work as mutually agreed upon by each party to this agreement. Governmental agency fees, title company fees, and the cost for any other consultants (e.g. attorney, geotechnical, traffic, or civil engineer, landscape design, environmental, or other specialized consultants) that may be required to complete the project are specifically excluded from this proposal.
- 3) All work will be performed under the supervision of California Licensed Surveyor No. 6421.

### COST PROPOSAL

Our fee for this work will be billed on a time and materials basis in accordance with the fee schedule below. The approximate cost for each Task is estimated as follows:

Task One: Field Surveys	\$7,000-\$10,000
Task Two: R/W Engineering and Legal Description Preparation	\$8,000-\$12,000
Task Three: Record of Survey Preparation	\$4,000-\$5,000
Total Estimated Project Fee	\$19,000-\$27,000

All work will be billed at the rates in effect under our current Fee Schedule at the time the work is performed. While this fee range represents our good faith estimate of the project cost based upon our current knowledge of the issues at hand, it may not be considered a guaranteed maximum fee due to the still somewhat fluid scope of work. However, under no circumstance will this fee range be exceeded without additional approval by Client.